06-26-2002

RECOR 102134722 PATENTS ONLY

6.19.02

Box Assignment Director—U.S. Patent and Trademark Office Washington, DC 20231

Please record the attached document copy.

1. Name of conveying party:

> Pease Limited Hurrock Road The Oaks, Marthwaite Sedbergh, Cumbria LA10 5ER **England**

Country in which organized: England

2. Name and address of receiving party:

> Dayover Limited 21 St. Thomas Street Bristol BS1 6JS England

Country in which organized: England

- Nature of Conveyance: Assignment of PCT/GB96/03143 (U.S. Patent Serial No. 3. 09/214,401) executed on August 24, 1998.
- Name and address of party to whom correspondence concerning document should be 4. mailed:

Guy D. Yale Alix, Yale & Ristas, LLP 750 Main Street Hartford, CT 06103-2721

- Total number of applications involved: 1 5.
- Total number of pages: 7 6.
- If this amount is incorrect, please charge or credit the Total fee enclosed: \$40 7. difference to Deposit Account No. 16-2563.

To the best of my knowledge and belief, the foregoing information is true and correct and

PATENT

REEL: 013010 FRAME: 0983

any attached copy is a true copy of the original document.

Ouy D. Yale

Date: 6 - 19 - 200 2

Attorney's Docket: DHN/265/PC/US

Date: Lift August 1998

Parties:

- 1. "The Assignor" Pease Limited in liquidation (Registered No. 2812889) whose registered office is at 44 Old Hall Street, Liverpool
- 2. "The Assignee" Dayover Limited (No 3603989) whose registered office is at 21 St Thomas Street Bristol BS1 6JS

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. "the Intellectual Property" means all registered and unregistered intellectual property of the Vendor including (without limitation) the Patents, Patent Applications, Registered Designs and Trade Marks listed in the Annex to this agreement and all other designs, patterns, working drawings and know how belonging to the Assignor
- 1.2. "the Liquidator" means together Robert M. Rutherford of 44 Old Hall Street Liverpool L3 9EB and Leslie Ross of 1" Floor, Royal Liver Buildings, Liverpool, L3 1PS
- 1.3. "The Customer and Supplier Lists" means the names, addresses and other details as therein contained of customers and suppliers of the Assignor and/or The Stuffed Shirt Company Limited

2. LIQUIDATION

- 2.1. The Assignor is a company in liquidation whose liquidator is the Liquidator
- 2.2. The Liquidator shall not be obliged to enter into this assignment and shall not be required to give and will not give any personal covenants of whatever nature and no personal liability shall fall upon the Liquidator whatsoever

3. ASSIGNMENT

3.1. In consideration of the sum of £11,000 plus Vat at 171/2% ("the Price") the Assignor hereby assigns to the Assignce such right title and interest as the Assignor may have in and to the Customer and Supplier Lists and in and to the Intellectual Property together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the Patents or accompanying any application therefor or accompanying any of the Applications prior to the date hereof;

16949 Parest Assignment

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3.2. The Assignor shall at the Assignee's cost do and execute or procure that there shall be done and executed all such documents deeds matters acts and things as the Assignee may at any time reasonably require properly in order to vest the Intellectual Property in the Assignee

4. PAYMENT

- 4.1. The Assignee shall pay one half of the Price on the signing hereof.
- 4.2. In order to perfect the title of the Assignee to certain of the Intellectual Property, the Assignee may incur costs. The Assignor agrees that such reasonable costs are a proper deduction from the balance of the Price. Any dispute as to the quantum or reasonableness of the said costs shall be referred to a single arbitrator. At the expiration of six months from the date hereof, the Assignee shall account to the Assignor for the balance (if any) of the Price less the said costs which shall be calculated on the basis of costs actually incurred at such date and those certified by the Assignee's properly qualified agents to be due and/or likely to become due after such date.

5. CERTIFICATE OF VALUE

5.1. It is hereby certified that this transaction does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration involved exceeds £60,000

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above mentioned

SIGNED by
before and on behalf of
the Assignor in the
presence of

South Livery

SIGNED by the Assignee in the presence of:-

76949 Patent Assignment

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IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above mentioned

signed by before and on behalf of the Assignor in the presence of:-

ea Hughe

SIGNED by the Assignee in the presence of:-

270 ARCHEL ROAMS
LONDON WILL 905
TOWNS. Parent AMIGAMENT

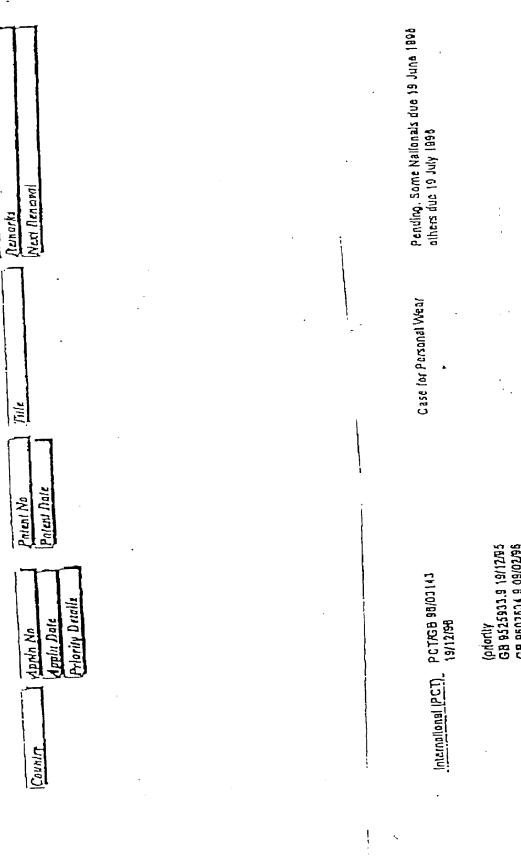
ACCOUNTANT

COMPANY SECRETARY
DAYOUER LIMITED

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|--|---------------|-------------|------------------|
| name of Pense Limited | Patent No. | Palent Date | |
| Status report of patent cases in the name of Pense Limited | A Mobin No | 1 | Priority Deloits |

JAUL JANG



RECORDED: 06/19/2002

(priority)
GB 9525933.9 19/12/95
GB 9602634.9 09/02/96
GB 9608829.9 30/04/96)